marriage. See *Miller* v. *Clark*, 23 Ind. 370, 376. As the marriage relation still exists after the wife's death, even arrears of alimony are not collectible, for they then belong to her husband. *Stones* v. *Cooke*, 8 Sim. 321 n. *Cf. Clark* v. *Clark*, 6 W. & S. (Pa.) 85. However, the wife's personal representative might recover for the benefit of her creditors for necessaries. *Clark* v. *Clark*, *supra; Bouslough* v. *Bouslough*, 68 Pa. St. 495. Again, when the amount is settled by the court and is due, the wife has no longer merely a right to alimony but something very closely resembling a judgment debt. *Gerrein's Adm'r* v. *Michie*, 122 Ky. 250, 91 S. W. 252; *Howard* v. *Howard*, 15 Mass. 196. See *Coffman* v. *Finney*, 65 Oh. St. 61, 61 N. E. 155. *Cf. Carr* v. *Risher*, 119 N. Y. 117, 23 N. E. 296. Then, however, it is treated as a personal right in that it is neither assignable, attachable, nor subject to a lien. *Fournier* v. *Clutton*, 146 Mich. 298, 109 N. W. 425; *Lynde* v. *Lynde*, 64 N. J. Eq. 736, 52 Atl. 694; *Romaine* v. *Chauncey*, 129 N. Y. 566, 29 N. E. 826; *West* v. *Washburn*, 153 N. Y. App. Div. 460, 138 N. Y. Supp. 230; *Matter of Bolles*, 78 N. Y. App. Div. 180, 79 N. Y. Supp. 530. But the principal case is in accord with the weight of American authority in holding that a decree for alimony is personal only in the sense that the wife cannot divert it to other uses than for her maintenance. *Miller* v. *Clark*, *supra; Gerrein's Adm'r* v. *Michie*, *supra*. See *Dinet* v. *Eigenmann*, 80 Ill. 274, 279; *Coffman* v. *Finney*, *supra*. *Contra*, *Faversham* v. *Faversham*, 161 N. Y. App. Div. 521, 146 N. Y. Supp. 569.

EQUITY — WASTE — RIGHT OF HOLDER OF *INTERESSE TERMINI* TO PROTECTION BY INJUNCTION. — The owner of an *interesse termini* brought a bill in equity to restrain the vacating tenant from removing a garage on the leased premises. *Held*, that an injunction will be granted. *Evans* v. *Prince's Bay Oyster Co.*, 154 N. Y. Supp. 279.

The common-law action of waste was available only to the immediate estate of inheritance, and an action on the case in the nature of waste might be brought by the reversioner or remainderman for life or years. Note to *Greene* v. *Cole*, 2 Wms. Saunders 252 *a;* but see AMES, CASES ON EQUITY, 468 n. 1. But relief by injunction is of much wider application, equity having protected such remote interests as contingent remainders, estates of trustees to preserve contingent interests, interests of infants *en ventre sa mère*, executory devises, and future charges on realty. *Watson* v. *Wolff-Goldman R. Co.*, 95 Ark. 18, 128 S. W. 581; *Gordon* v. *Lowther*, 75 N. C. 193; *Williams* v. *Duke of Bolton*, 3 P. Wms. 268 n.; *Lutterel's Case*, Prec. in Ch. 50; *Robinson* v. *Litton*, 3 Atk. 209; *Turner* v. *Wright*, 2 DeG. F. & J. 234; *Dawson* v. *Tremaine*, 93 Mich. 320. And even the inchoate right of dower has been protected. *Brown* v. *Brown*, 94 S. C. 492, 78 S. E. 447. *Contra*, *Rumsey* v. *Sullivan*, 150 N. Y. Supp. 287. See 28 HARV. L. REV. 615. Hence the court seems fully justified in protecting such a substantial interest as that held by an incoming tenant. *Palmer* v. *Young*, 108 Ill. App. 252.

EVIDENCE — LEGISLATIVE RECORDS — ADMISSIBILITY OF PAROL EVIDENCE TO CONTRADICT THE RECORD. — In a petition for a *mandamus* to compel the publication of a certain bill, among the acts of the legislature, the plaintiff offered oral evidence to prove that before the governor vetoed the bill, he signed it with intent to approve it. *Held*, that the evidence is not admissible. *Arkansas State Fair Association* v. *Hodges*, 178 S. W. 936 (Ark.).

As parol evidence as to legislative proceedings is untrustworthy, and as it is essential that the validity and wording of statutes be absolutely certain, it is a general rule that in an action concerning a statute, parol evidence is not admissible to contradict the record. *Attorney-General* v. *Rice*, 64 Mich. 385, 31 N. W. 203; *Wade* v. *Atlantic Lumber Co.*, 51 Fla. 638, 41 So. 72; *State* v. *Armour Packing Co.*, 135 N. C. 62, 47 S. E. 411. See 2 WIGMORE, EVIDENCE, § 1350 (3). However, when a bill has left the legislature, as it is dealt with

wholly in private and by individuals, the argument as to the untrustworthy nature of parol evidence fails. Again, there are not the safeguards against fraud and mistake which the very number of the legislature affords, while the chances of mishandling are greatly increased. Hence it is submitted that the public policy in favor of stability is overborne by the desirability of making it possible to remedy a negligent or fraudulent thwarting of the legislative will by individuals beyond the supervision of that body. Still the weight of authority supports the principal case. *Weeks* v. *Smith*, 81 Me. 538, 18 Atl. 325. See *People* v. *McCullough*, 210 Ill. 488, 510, 71 N. E. 602, 609.

EVIDENCE — TESTIMONY GIVEN AT FORMER TRIAL — ADMISSIBILITY AFTER MARRIAGE OF WITNESS WITH DEFENDANT. — In a trial for manslaughter, the former testimony of a woman who since the first trial had been disqualified by marriage with the defendant, was excluded. *Held*, that the exclusion was correct. *Langham* v. *State*, 68 So. 504 (Ala.)

As a general rule, former testimony is admissible as an exception to the Hearsay Rule when it has become unfeasibl e to secure the presence in court of the witness. *People* v. *Elliott*, 172 N. Y. 146, 64 N. E. 837; *State* v. *Wheat*, 111 La. 860, 35 So. 955; *United States* v. *Reynolds*, 1 Utah 319, 98 U. S. 145. The principle of this exception would make former testimony admissible in all cases where the witness, although capable of attendance in court, has been rendered incompetent, unless the incompetence were of such a nature as to cast suspicion upon the former testimony, *e. g.*, conviction for an infamous crime. See 2 WIGMORE, EVIDENCE, § 1402. *Cf. Le Baron* v. *Crombie*, 14 Mass. 233. As yet, the principle has only been applied when the incompetence is for interest or mental incapacity. *Wafer* v. *Hemken*, 9 Rob. (La.) 203. See *Walkup* v. *Commonwealth*, 14 Ky. L. R. 337, 338, 20 S. W. 221, 222. See 2 WIGMORE, EVIDENCE, §§ 1408, 1409. *Cf. Gold* v. *Eddy*, 1 Mass. 1. Nevertheless, where the absence or incompetence has been caused by the proponent, the former testimony should be excluded on account of the danger of allowing the proponent to substitute it for direct evidence. When, however, the act of the proponent is as free from the suspicion of ulterior motives as marriage, this danger seems negligible and an inadequate ground for refusing the former testimony.

INJUNCTION — ACTS ENJOINED — INTEREST OF PERSONALITY CREATED BY STATUTE — EXCLUSIVENESS OF STATUTORY REMEDY. — Plaintiff, a dramatic critic in New York City, was excluded from defendant's theaters, and threatened with future exclusion, on the ground of unfair criticism. A New York statute provides that all persons are entitled to equal accommodations in theaters and other places of amusement, and makes discrimination by theater managers a misdemeanor, further providing that a party aggrieved may have a civil action to recover a penalty. Plaintiff asked that defendant be enjoined from violating this statute. *Held*, that an injunction will not be granted. *Woollcott* v. *Shubert*, 154 N. Y. Supp. 643.

For a discussion of this case, see NOTES, p. 93.

INSURANCE — RE-INSURANCE — LIABILITY OF RE-INSURER WHEN INSURER COMPROMISES. — The plaintiff, the insurer of a ship, re-insured the risk with the defendant. After loss, the plaintiff compromised with the shipowner for less than the insured value of the ship. He now sues the defendant for the full amount of the re-insurance policy. *Held*, that he can recover only the actual amount paid by him to the insured. *British, etc. Ins. Co.* v. *Duder*, 31 T. L. R. 361.

It is generally held that the re-insured can recover before any payment has been made to the insured, and that then subsequent events cannot alter his liability. *Hone* v. *Mutual, etc. Ins. Co.*, 1 Sandf. (N. Y.) 137. In the light of this, courts have generally said that re-insurance is indemnity against the